

APPENDIX I TO DIR CONTRACT NO. DIR-TSO-3043
Purchase and Maintenance Agreement

General Terms: The following terms apply to all maintenance transactions:

- 1. Products.** The term "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies ordered under this Agreement. You represent that the Products are being ordered for your own business use (rather than resale) and that they will not be used for personal, household, or family purposes.
- 2. Purchase Order Taking Term.** Customer can acquire additional equipment as set forth in the attached Purchase Pricing Exhibit. for 12-months following the effective date of the Contract. At the end of each twelve (12) month period, Xerox reserves the right to increase such purchase prices for which Customer then is eligible upon DIR approval..
- 3. Cash Purchase.**
 - A. Title and Risk.** Title and risk of loss to Equipment will pass to Customer upon delivery, installation and acceptance of the Equipment. For purposes of this provision, Customer will provide Xerox written notice of non-acceptance within ten business days of Equipment delivery, otherwise the Equipment will be deemed accepted as of the delivery date.
 - B. Payment.** Customer's payment under a Cash Purchase Order shall consist of the Net Price amount for the Equipment purchased there under.
 - C. Customer Default & Remedies.** If Customer defaults under the Contract or a Cash Purchase Order, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due.
- 4. Basic Services.** Xerox (or a designated servicer) will provide the following Basic Services under an express warranty or maintenance agreement (unless you are acquiring Equipment for which Xerox does not offer Basic Services; such Equipment to be designated as "No Svc."):
 - A. Repairs & Parts.** Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
 - B. Hours & Exclusions.** Unless otherwise stated, Basic Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by Xerox.
 - C. Installation Site & Meter Readings.** The Equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.
 - D. Equipment Replacement.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy for Xerox's failure to provide Basic Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section there will not be an additional charge for the replacement product and, except as set forth

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in the Section of this Agreement titled "PRICING INCREASES FOR MULTI-YEAR AGREEMENTS", there will not be an additional charge for Basic Services during the then-current term during which Basic Services are being provided.

- E. **Cartridge Products.** If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays, and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.
 - F. **PC/Workstation Requirements.** In order to receive Basic Services and/or Software Support for equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.
 - G. **Delivery, Removal and Relocation.** Equipment prices include standard delivery charges and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense in accordance to Appendix C of DIR Contract No. DIR-TSO-3043.
5. **Fixed Price Plan.** Xerox will forego its right to increase the amount you pay Xerox to maintain the Equipment throughout the initial term of this Agreement and thereafter renewal costs will be in accordance to Appendix C of DIR Contract No. DIR-TSO-3043.
- A. **Extended Service Hours.** Xerox will provide Basic Services during the hours indicated, with the first number establishing the number of eight-hour shifts covered and the second establishing the days of the week (e.g., 2 x 6 would provide service from 8:00 A.M. to 11:59 P.M., Monday through Saturday). The cost of this enhanced service coverage will be billed separately in accordance to Appendix C of DIR Contract No. DIR-TSO-3043.
and, as such, is not included in your Minimum Periodic Base Charge or Print Charges.
 - B. **Standard Maintenance Agreement.**, Xerox will provide Basic Services for the Equipment subject to your payment of the indicated annual periodic base charge (which in all cases is nonrefundable) along with a standardized per-call charge established by Xerox in accordance to Appendix C of DIR Contract No. DIR-TSO-3043.
6. **Warranty Disclaimer & Waivers.** XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
7. **Default & Remedies; Late Charges & Collection Costs.**
- A. Payments will be handled in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3043.

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- B. You will be in default under this Agreement if (1) Xerox does not receive any undisputed payment or (2) if you breach any other obligation hereunder. Xerox in addition to its other remedies may require immediate payment of all amounts then due until paid, plus interest as permitted by Texas law.
8. **Cartridges.** Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration which permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge. Cartridges sold as Environmental Partnership ("EP") Cartridges remain the property of Xerox. You agree that you shall return all EP Cartridges and may return other Cartridges to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, for remanufacturing once such Cartridges cease functioning.
9. **Software Terms:** The following additional terms apply only to transactions covering Application Software and/or Xerox-brand Equipment:

Software

1. **Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use (a) the software and accompanying documentation provided with the Xerox-brand Equipment ("Base Software") in the U.S.: only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of equipment. "Base Software" and "Application Software" are referred to collectively as "Software".
 - A. Customer has no other rights and may not: (a) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered with the Equipment in an inactivated state; or (c) allow others to engage in same.
 - B. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors, who will be considered third-party beneficiaries of this subsection.
 - C. The Base Software license will terminate (a) upon the expiration of any individual Agreement under which Customer has rented the Equipment, unless Customer has exercised an option to purchase the Equipment or if (b) if Customer is a lessor of the Equipment and its first lessee no longer uses or possesses the Equipment; or (c) if Customer no longer uses or possesses the Equipment.
 - D. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
 - E. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; or (ii) your license is terminated or expires.
 - F. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
2. **Software Support.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period but in no event

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longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable fees.

A. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions.

B. Xerox, either directly or with its vendors, will make best efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the Rental Agreement current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software.

C. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of the Contract, unless otherwise noted. Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. This adjustment will take place at the commencement of each government Customer's annual contract cycle.

- 10. Diagnostic Software.** Software used to maintain the Equipment and/or diagnose its failure or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded on the Equipment. Title to Diagnostic Software will remain with Xerox or its licensors. Customer agrees that Customer's acquisition of the Equipment does not grant Customer a license or right to use Diagnostic Software for any purpose, or allow third parties to do so. Customer agrees at all times to allow Xerox reasonable access to the Equipment to access, monitor, and otherwise takes steps to prevent unauthorized use or reproduction of Diagnostic Software, provided that such access to Customer's facility will be during normal business hours.
- 11. Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply levels, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any Customer data, documents, or other information residing on or passing through the Equipment or Customer's information management systems. If requested in writing Xerox will turn off and disable the Remote Services capability.
- 12. Data Security.** Certain models of Equipment can be configured to include a variety of data security features. The selection, suitability, and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

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End of Appendix I